

Attorney's Docket No.: 10559-299001  
Client's Ref. No.: P9310

**OFFICIAL COMMUNICATION FACSIMILE:****OFFICIAL FAX NO: (703) 872-9306****Number of pages including this page 12**

Applicant: Lortz et al. Art Unit : 2155  
Serial No.: 09/704,384 Examiner : Kevin T. Bates  
Filed: October 31, 2000

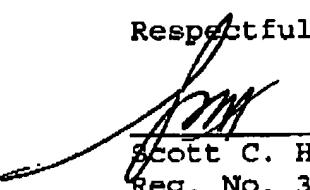
**Title : NETWORK POLICY DISTRIBUTION**

Mail Stop Appeal Brief Patents  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attached to this facsimile communication cover sheet is  
Resubmission of Brief on Appeal faxed this 7<sup>th</sup> day of April,  
2005, to the United States Patent and Trademark Office.

Respectfully submitted,

Date: April 7, 2005

  
\_\_\_\_\_  
Scott C. Harris  
Reg. No. 32,030

Fish & Richardson P.C.  
12390 El Camino Real  
San Diego, California 92130  
Telephone: (858) 678-5070  
Fax: (858) 678-5099

10502724.doc

NOTE: This facsimile is intended for the addressee only and may contain privileged or confidential information. If you have received this facsimile in error, please immediately call us collect at (858) 678-5070 to arrange for its return. Thank you.

Attorney's Docket No.: 10559-299001/P9310

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Victor B. Lortz et al.  
Serial No.: 09/704,384  
Filed : October 31, 2000  
Title : NETWORK POLICY DISTRIBUTION

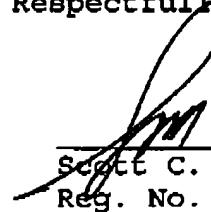
Art Unit: 2155  
Examiner: Kevin T.  
Bates

Mail Stop Appeal Brief Patents  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

RESUBMISSION OF BRIEF ON APPEAL

In response to the Notice of Non-Compliant Appeal Brief dated March 7, 2005, a complete new brief is submitted herewith. The undersigned apologizes for the unintentional failure to comply with the rules.

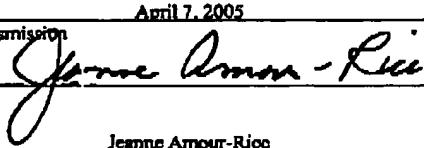
Respectfully submitted,

Date: 4/7/05  
\_\_\_\_\_  
Scott C. Harris  
Reg. No. 32,030

Fish & Richardson P.C.  
PTO Customer Number: 20985  
12390 El Camino Real  
San Diego, CA 92130  
Telephone: (858) 678-5070  
Facsimile: (858) 678-5099  
10502832.doc

## CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

Date of Transmission April 7, 2005  
\_\_\_\_\_  
Signature   
\_\_\_\_\_  
Typed or Printed Name of Person Signing Certificate Jeanne Amour-Rico

Attorney's Docket No.: 10559-299001/P9310

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Victor B. Lortz et al.  
Serial No.: 09/704,384  
Filed : October 31, 2000  
Title : NETWORK POLICY DISTRIBUTION

Art Unit: 2155  
Examiner: Kevin T.  
Bates

Mail Stop Appeal Brief Patents  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

APPLICANTS' BRIEF ON APPEAL

Applicants herewith file this brief on appeal under 37 CFR 41.37, thereby perfecting the Notice of Appeal that was originally filed on October 12, 2004. The sections required by 37 CFR 41.37 follow.

The appeal brief fee has already been charged to deposit account number 06-1050.

**(1) Real Party in Interest**

The case is assigned of record to Intel Corporation, who is hence presumably the real party in interest.

**(2) Related Appeals and Interferences**

## CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

4/7/05

Date of Deposit

Jeanne Amour-Rice

Signature

Jeanne Amour-Rice

Typed or Printed Name of Person Signing Certificate

Attorney's Docket No.:10559-299001

There are no known related appeals and/or interferences.

**(3) Status of Claims**

Claims 1-29 are rejected, and all of these claims are reviewed herein.

**(4) Status of Amendments**

An amendment after final was filed on August 13, 2004. This amendment was considered and apparently will be entered.

**(5) Summary of Claimed Subject Matter**

Claim 1 requires a method that allows receiving a specification for network policy translation from a first schema to a second schema, translating the network policy into the second schema and configuring a network system based on the translated policy. Page 2 beginning at line 27 describes in general policy server software. Page 3, lines 1-6 describe that the policy includes "a specification 36 for translating the network configuration...". The policy translator 42 can be used to translate the configuration using the translation specification. See for example page 3, lines 9-11. This translated policy is used as part of the network configuration 32.

Attorney's Docket No.:10559-299001

Claim 5 defines a medium with instructions thereon; and page 2 line 18 explains that the processor may execute computer programs, and that they may be on a medium.

Claim 5 requires that a specification for translating the policy from the first to the second schema is received. This is supported on page 3 lines 1-5. Claim 5 also requires that the policy be translated into another schema based on the specification. See page 4 lines 1-5. The network system is configured based on that translated policy, see page 4 lines 5-7.

Claim 9 defines an apparatus with a memory that stores computer readable instructions, see generally page 2 line 21. A processor 20 executes the computer programs see page 2 line 18. The processor operates to receive a specification, see page 3 lines 1-5, translates using network policies, see page 4 lines 1-5, and configures a network system based on the translated policy, see page 4 lines 5-7.

Claim 13 defines a method of storing a network policy that configures a network system according to the first schema. The policy is described on page 2, lines 25-35, and it is stored so that the computers can use the policy.

Claim 13 requires storing a specification for translating into a second schema, which is described page 4 lines 1-5. The translating itself is also described page 4 lines 1-5. The

Attorney's Docket No.:10559-299001

translated network policy is then sent to a client computer, see generally page 4 lines 8-9.

Claim 17 requires a computer readable medium, see page 2 line 18, the computer readable medium including instructions to store a network policy, see page 2 lines 25-35; store a specification, and use that specification for translating, see page 4 lines 1-5, and send the network policy as translated to a client computer, see page 4 lines 8-9.

Claim 21 defines an apparatus with a memory that stores computer readable instructions, see page 2 line 21; a processor, page 2 line 18, and that the computer executable instructions are executed to store a network policy; see page 2 lines 25-35; store a specification and use that specification for training, see page 4 lines 1-5; and send that translated policy to a client, see page 4 lines 8-9.

Claim 25 defines a method of configuring a network that requires transmitting the policy according to a first schema and a specification for translating the policy. This is described page 2 lines 25-35. The client computers are described page 3 beginning at line 11; and that paragraph describes receiving the network policy and specification. The network policy is translated from the first schema to a second schema in the client computers see generally page 4 lines 1-5. The network

Attorney's Docket No.:10559-299001

system is configured using the translated network policy, see page 4 lines 5-7.

**(6) Grounds of Rejection**

There are two grounds of rejection, one of multiple claims which are rejected under 35 U.S.C. 102 as being anticipated by Eichert. The other ground of rejection is whether other claims are properly rejected as being obvious over Eichert in view of Hind.

**(7) Argument**

Claims are rejected based on 35 U.S.C. 102 based on Eichert. This contention is respectfully traversed for reasons set forth herein. The rejection states that Eichert receives a specification for translating a network policy, translates the network policy based on the specification and configures the network system. With all due respect, Eichert is an entirely different kind of system, and does not translate the policy in this way and does not meet the limitations of these claims. In fact, Eichert describes the prior art, which is different than the disclosed embodiment, as "policy is represented as flat data, requiring an enforcement device to understand its syntax...". See generally column 4, lines 33-36. This portion goes on to say that if the syntax changes, then all enforcement devices must be reprogrammed to parse the new syntax. Eichert

Attorney's Docket No.:10559-299001

describes using executable code to set the policy. These executable code "objects" form policy definition language. See for example column 3, line 14 through line 32. The objects are created in a ready-to-run state. A system can then run those objects to carry out operations on the network. As described column 3, lines 46-57, the policy is run until the thread finishes its job, at which point the thread is suspended or destroyed. The rejection states that column 10, lines 48-57 meets the claim limitation of translating the policy. However, this cited section describes the use of an executable policy. Admittedly, the policy is described as being in Java and serialized. The execution and associated with the object is then executed by invoking the method that the object implements. However, this is nearly a byproduct of Eichert's technique of using an executable object as the policy. Even if the deserializing and unwrapping the object could somehow be interpreted as "translating" the policy, it still does not meet the limitations.

Column 10 describes the policy being coded using Java, and admittedly Java can be used on many different processors and operating systems. However, the native Java language, by itself, would be executed by the Java "virtual machine" on any of those processing. This is not "translating," since the same code is run on all processors. Even assuming that this could be

Attorney's Docket No.:10559-299001

considered "translating," there certainly is no teaching of "receiving a specification for translating..." and translating based on that specification which was received, as claimed. At best, the Java code is executed on the Java virtual machine in the each of the different os/processors. There is no teaching of receiving a specification that translates the policy, nor any teaching of actually doing the translation. There is only a teaching of Java, with all that it represents.

Eichert, therefore, does not teach or suggest these features, and therefore does not teach or suggests the subject matter of claim 1, or those claims which depend therefrom. Each of the dependent claims should be similarly allowable. Claim 4, for example, specifies that the file contains both the policy and a specification (which does the translating). Nowhere is this in anyway taught or suggested by Eichert. Eichart simply teach an executable Java object, not a file and a specification for translation.

Claim 5 defines a machine-readable media which includes instructions causing the machine to receive a specification for translating, translate the policy, and configuring network system based on the translated policy. As described above, this is not disclosed by Eichert. Eichert does not teach receiving a specification for translating the policy based on that received specification.

Attorney's Docket No.:10559-299001

The dependent claims which depend from claim 5 should be similarly allowable.

Claim 9 defines an apparatus which again receives a specification and translates the policy based on that received specification and configures a network system. Claim 9 should therefore be allowable along with the claims that depend therefrom.

Claim 13 defines storing a network policy, storing a specification, translating the network policy and sending the translated network policy to a client computer. As described above, this is not taught or suggested by Eichert, and therefore claim 13 should be allowable for reasons discussed above.

Claim 17 defines an article which includes similar limitations to those discussed above with respect to claim 13 and should be allowable for analogous reasons. Claim 21 defines an apparatus with similar subject matter and should be similarly allowable. Claim 25 specifies transmitting the network policy and a specification for translating the network policy from a server, receiving that, and translating that. This is nowhere taught or suggested by the cited prior art. Claim 27 should be similarly allowable for analogous reasons.

Claims like claim 2 stand rejected as being obvious over Eichert in view of Hind. With all due respect, however, this would be an improper combination. Eichert expressly teaches

Attorney's Docket No.:10559-299001

away from the use of flat data as policy information. In order to obtain the advantages of Eichert, he teaches the use of code, that is executable objects which can be executed to define the network policies.

Hind defines a data policy which is carried out using a style sheet: more specifically "flat data" using the terminology of Eichert. In order to combine Hind with Eichert, therefore, one would have to contradict the express teaching of Eichert not to use flat data. Therefore, one having ordinary skill in the art would not be motivated to make the hypothetical combination of Eichert in view of Hind. Therefore, each of the claims that were rejected over Eichert in view of Hind should be allowable.

In view of the above, therefore, and with all due respect to the patent office's position, the rejection of all of these claims is respectfully traversed. A reversal of the examiner's position is therefore respectfully requested.

Pursuant to 37 CFR §1.136, applicant hereby requests that the period for filing the appeal brief perfecting the Notice of Appeal filed on October 12, 2004 be extended for one month to

Attorney's Docket No.:10559-299001

and including January 12, 2005. Please charge the brief fee and extension fee to Deposit Account No. 06-1050.

Respectfully submitted,

Date: 4/7/05

  
Scott C. Harris  
Reg. No. 32,030

Fish & Richardson P.C.  
PTO Customer Number: 20985  
12390 El Camino Real  
San Diego, CA 92130  
Telephone: (858) 678-5070  
Facsimile: (858) 678-5099  
10502718.doc